



GAIL FARBER, Director

**COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS**

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331

<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

June 10, 2014

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

46 June 10, 2014

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

**SANTA MONICA BAY BEACHES BACTERIAL TOTAL MAXIMUM DAILY LOADS
COORDINATED SHORELINE MONITORING PLAN
MEMORANDUM OF AGREEMENT BETWEEN THE COUNTY OF LOS ANGELES
AND THE CITY OF LOS ANGELES
(SUPERVISORIAL DISTRICTS 2, 3, AND 4)
(3 VOTES)**

SUBJECT

This action is to enter into a cooperative Memorandum of Agreement between the County of Los Angeles and the City of Los Angeles to provide for the County of Los Angeles' share of the cost to implement the Coordinated Shoreline Monitoring Plan required by the Santa Monica Bay Beaches Bacterial Total Maximum Daily Loads. The total cost of the Memorandum of Agreement for the County of Los Angeles is a not to exceed amount of \$341,374.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed Santa Monica Bay Beaches Bacterial Total Maximum Daily Loads Coordinated Shoreline Monitoring Plan Memorandum of Agreement is exempt from the California Environmental Quality Act for the reasons stated in this letter and in the record of the project.
2. Authorize the Director of Public Works or her designee to execute the Memorandum of Agreement to become effective on the date of final execution by the County of Los Angeles or the City of Los Angeles until June 30, 2016, for a total County of Los Angeles cost not to exceed \$341,374.
3. Authorize the Director of Public Works or her designee to execute any necessary amendments to this Memorandum of Agreement with the City of Los Angeles to share in the costs of implementing

the Coordinated Shoreline Monitoring Plan provided that any amendments that relate to costs are budgeted and do not increase the County of Los Angeles' annual cost for this plan by more than 10 percent.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to find the proposed Memorandum of Agreement (MOA), in a form substantially similar to the enclosed, exempt from the California Environmental Quality Act (CEQA), and to authorize the Director of Public Works or her designee to execute the MOA with the City of Los Angeles (City) to implement the monitoring required by the Santa Monica Bay Beaches Bacterial Total Maximum Daily Loads (SMBBB TMDL) Coordinated Shoreline Monitoring Plan (Shoreline CMP). The MOA is to become effective on the date of final execution by the County of Los Angeles (County) or the City and shall remain in effect until June 30, 2016, for a total County cost not to exceed \$341,374.

The California Regional Water Quality Control Board, Los Angeles Region (Regional Board), adopted the Santa Monica Bay Beaches Dry Weather Bacteria TMDL on January 24, 2002, as Resolution No. 2002-004, and it became effective on July 15, 2003. The Santa Monica Bay Beaches Wet Weather Bacteria TMDL was adopted on December 12, 2002, as Resolution 2002-022, which also became effective on July 15, 2003; (jointly referred herein as SMBBB TMDL). The SMBBB TMDL identifies the California Department of Parks and Recreation (Parks & Rec), California Department of Transportation (Caltrans), the County, the Los Angeles County Flood Control District, the Cities of Agoura Hills, Beverly Hills, Calabasas, Culver City, El Segundo, Hermosa Beach, Hidden Hills, Inglewood, Los Angeles, Malibu, Manhattan Beach, Palos Verdes Estates, Rancho Palos Verdes, Redondo Beach, Rolling Hills, Rolling Hills Estates, Santa Monica, Torrance, West Hollywood, and Westlake Village (see Exhibits A and B of the MOA for list of Cities) as the Responsible Agencies for meeting TMDL requirements (Responsible Agencies), including implementation of or continued participation in required monitoring programs.

On July 6, 2010, the Board adopted a Resolution that authorized the Chief Executive Officer to execute an MOA with the City to implement the Shoreline CMP for the SMBBB TMDL. The MOA became effective on July 20, 2010, and expired on June 30, 2012, and subsequently extended for one additional year to June 30, 2013.

To continue with the implementation of the Shoreline CMP for the SMBBB TMDL, the City will enter into separate cost-sharing MOAs with all of the other SMBBB TMDL-Responsible Agencies for those agencies to pay their share of the Shoreline CMP implementation costs. Each SMBBB TMDL-Responsible Agency's share of this monitoring program, including the County's and the City's costs, was determined based on the jurisdictional land area within the contributing watershed (at the time of negotiation) identified in the SMBBB TMDL. The City has agreed to continue acting on behalf of all SMBBB TMDL-Responsible Agencies and has agreed to perform project management and contract administration work under the MOA at no cost.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provision of Fiscal Sustainability (Goal 2). The MOA supports the Goal by strengthening the County's capacity to sustain essential County services through proactive and prudent fiscal policy.

FISCAL IMPACT/FINANCING

As shown on Exhibit B of the enclosed MOA, the net County cost for Fiscal Years 2013-14, 2014-15, and 2015-16 is estimated to be \$100,404, \$103,417, and \$106,519, respectively. The costs include the implementation of the SMBBB TMDL Shoreline CMP monitoring and a yearly increase to address inflation. The County cost for the first two year's monitoring of this MOA is included in Fiscal Years 2013-14 and 2014-15 Unincorporated Area Stormwater Budget, which is part of the Department of Public Works General Fund Budget. Funding for costs under the MOA in Fiscal Year 2015-16 will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Dry and Wet Weather SMBBB TMDLs were adopted on January 24, 2002, and December 12, 2002, respectively; and both became effective on July 15, 2003. Pursuant to the SMBBB TMDL, the Responsible Agencies jointly submitted a Shoreline CMP to the Regional Board. The Regional Board subsequently approved the Shoreline CMP on April 28, 2004, and further directed the Responsible Agencies to implement the Shoreline CMP.

In order to implement the Shoreline CMP, the Responsible Agencies combined their resources and executed cooperative cost-sharing MOAs on July 20, 2010, to allow the City to perform the monitoring services. Each Responsible Agency signed a separate MOA with the City based on its effective jurisdictional land area within the contributing watershed. These MOAs expired on June 30, 2013. Due to the approved monitoring timeline, the City continues to implement the monitoring activities that are the subject of the MOA to ensure compliance with the SMBBB TMDL.

The new National Pollutant Discharge Elimination System Permit for Municipal Separate Storm Sewer System Discharges within Los Angeles County (MS4 Permit) became effective on December 28, 2012. The SMBBB TMDL was incorporated into the MS4 Permit, and as a result, the SMBBB TMDL responsible agencies are mandated to demonstrate compliance with the SMBBB TMDL through continued participation in the monitoring programs and are subject to enforcement if the water quality standards established by this TMDL are not met.

In order to fund and continue implementing the SMBBB TMDL Shoreline CMP, each TMDL-responsible agency needs to renew its MOA with the City. As in the previous MOA, the County's share is based on its jurisdictional land area (at the time of negotiation) within the contributing watershed identified in the SMBBB TMDL.

The County and City and their respective counsels have approved the MOA as to form. Upon the Board's delegation of authority, the MOA, in a form substantially similar to the enclosed, will be subsequently reviewed and approved as to form by the County Counsel prior to execution by the Director of Public Works or her designee.

ENVIRONMENTAL DOCUMENTATION

The proposed activities are statutorily exempt from CEQA. The proposed MOA, which includes funding for continued implementation of the SMBBB TMDL Shoreline CMP, involves feasibility and planning studies for possible future actions, which have not been approved, adopted, or funded, and therefore, are exempt under Section 15262 of the CEQA Guidelines. Further, the proposed activities do not include the adoption of a plan that will have a legally binding effect on later activities. Public Works will return to the Board for approval of any projects recommended as a result of the Shoreline CMP process, along with the appropriate environmental documentation.

The Honorable Board of Supervisors

6/10/2014

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Upon the Board's approval of the recommended actions, Public Works will file a Notice of Exemption with the Registrar Recorder/County Clerk in accordance with Section 15062 of the CEQA Guidelines.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will benefit the County by sharing in the cost of implementing the SMBBB TMDL Shoreline CMP. There will be no negative impact on current services.

CONCLUSION

Please return two adopted copies of this letter to the Chief Executive Office, Community and Municipal Services Cluster, and one copy to Public Works, Watershed Management Division.

Respectfully submitted,

A handwritten signature in cursive script that reads "Gail Farber".

GAIL FARBER

Director

GF:GH:ba

Enclosures

c: Chief Executive Office (Rita Robinson)
County Counsel
Executive Office

**MEMORANDUM OF AGREEMENT
BETWEEN
CITY OF LOS ANGELES
AND
COUNTY OF LOS ANGELES**

**SANTA MONICA BAY DRY AND WET WEATHER BACTERIA TOTAL
MAXIMUM DAILY LOADS COORDINATED SHORELINE WATER
QUALITY MONITORING
PROGRAM**

This Memorandum of Agreement (“MOA”) is made and entered into by and among the City of Los Angeles, a municipal corporation, and the County of Los Angeles, a political subdivision of the State of California, collectively referred to herein as the “Parties” or individually as “Party”.

RECITALS

WHEREAS, on January 24, 2002, the California Regional Water Quality Control Board, Los Angeles Region (“LARWQCB”) adopted Resolution No. 2002-004 (“Resolution 2002-004”), establishing the limit for the Total Maximum Daily Loads for bacteria during dry-weather for Santa Monica Bay Beaches; and

WHEREAS, on December 12, 2002, the LARWQCB adopted Resolution No. 2002-022 (“Resolution 2002-022”), establishing the limit for the Total Maximum Daily Loads for bacteria during wet-weather for Santa Monica Bay Beaches; and

WHEREAS, Resolutions 2002-004 and Resolution 2002-022 are jointly referred to herein as “Bacteria TMDLs”; and

WHEREAS, the Bacteria TMDLs became effective on July 15, 2003, and

WHEREAS, the Bacteria TMDLs address documented bacteriological water quality impairments at forty-four (44) beaches from the Los Angeles/Ventura County line (to the northwest) to Outer Cabrillo Beach (just south of the Palos Verdes Peninsula); and

WHEREAS, the LARWQCB adopted National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit Order No. R4-2012-0175 (“MS4 Permit”) on November 8, 2012; and

WHEREAS, the MS4 Permit became effective on December 28, 2012, and requires that the Los Angeles County Flood Control District, County of Los Angeles, and 84 of the 88 cities (excluding Avalon, Long Beach, Palmdale, and Lancaster) within the County of Los Angeles

comply with the prescribed elements of the MS4 Permit, including the provisions of the Santa Monica Bay Beaches bacteria TMDL; and

WHEREAS, the Bacteria TMDLs identify as responsible agencies and jurisdictions, the County of Los Angeles, City of Los Angeles, Malibu, Calabasas, Santa Monica, El Segundo, Rancho Palos Verdes, Palos Verdes Estates, Redondo Beach, Rolling Hills, Rolling Hills Estates, Manhattan Beach, Hermosa Beach, Culver City, West Hollywood, Beverly Hills, Agoura Hills, Thousand Oaks, Westlake Village, Inglewood, Torrance, and the State of California through its Department of Transportation (“Caltrans”) (collectively herein referred to as “Agencies”, or individually as “Agency”); and

WHEREAS, the monitoring plan entitled, “Santa Monica Bay Beaches Bacterial TMDLs’ Coordinated Shoreline Monitoring Plan” (“Coordinated Monitoring Plan”) was prepared by the Agencies and approved by the LARWQCB on April 28, 2004; and

WHEREAS, the agencies responsible for cost share of shoreline monitoring performed by the City of Los Angeles Environmental Monitoring Division (EMD), are listed in Exhibit A: and

WHEREAS, on November 9, 2004, the County of Los Angeles and the Los Angeles County Flood Control District entered into an agreement with City of Los Angeles to cooperatively establish a monitoring program that is consistent with the approved Monitoring Plan and consistent with the provisions of the Bacteria TMDLs; and

WHEREAS, on August 18, 2008, County of Los Angeles entered into a subsequent agreement with the City of Los Angeles to continue with the “Coordinated Monitoring Program”, and said agreement expired on June 30, 2010; and

WHEREAS, on July 20, 2010, County of Los Angeles entered into another subsequent agreement with the City of Los Angeles to continue with the Monitoring Program, and said agreement expired on June 30, 2013; and

WHEREAS, City of Los Angeles has the expertise and equipment to perform monitoring services consistent with the Coordinated Monitoring Plan (hereinafter referred to as “Monitoring Services”); and

WHEREAS, the County of Los Angeles desires to enter into a new agreement to continue the Monitoring Services being performed by City of Los Angeles; and

WHEREAS, City of Los Angeles will enter into separate new agreements, in substantially the same form and incorporating Exhibit A to this MOA, with all of the Agencies listed in Exhibit A to continue the Monitoring Services; and

WHEREAS, the County of Los Angeles has agreed to provide its share of funding, subject to annual budget approval, to City of Los Angeles for the City's performance of Monitoring

Services on behalf of the County of Los Angeles at locations identified in Exhibit A, and the City of Los Angeles is willing to provide the Monitoring Services and to be reimbursed in accordance with Article IV and Exhibit B of this MOA.

NOW, THEREFORE, in consideration of the mutual benefits and of the promises herein contained, the Parties hereby agree as follows:

MEMORANDUM OF AGREEMENT

ARTICLE I – Purpose of MOA

1. **Purpose of MOA** – The purpose of this MOA is to memorialize the County of Los Angeles' and City of Los Angeles' willingness to coordinate the payment for and performance of Monitoring Services that are consistent with the provisions of the Monitoring Plan and the Bacteria TMDLs.
2. **Santa Monica Bay Beaches Bacterial TMDLs Coordinated Shoreline Monitoring Plan (Monitoring Plan)**. The approved Coordinated Monitoring Plan (CMP) identifies three monitoring agencies to perform sampling and analysis of the shoreline monitoring stations along the Santa Monica Bay. Exhibit A shows monitoring stations that are to be monitored by the City of Los Angeles Environmental Monitoring Division and the specified frequency of monitoring as shown in Exhibit A..

ARTICLE II- Responsibilities of City of Los Angeles

1. **Monitoring** – City of Los Angeles will perform all Monitoring Services consistent with the time frames set forth in the Monitoring Plan and Bacteria TMDLs at locations as indicated in Exhibit A on behalf of Agencies including the County of Los Angeles.
2. **Cost per monitoring location** – City of Los Angeles, in consultation with the Agencies, has established each Agency's share of costs for the Monitoring Services based on its jurisdictional land area as set forth in Exhibit A. The cost allocation percentages among Agencies and the estimated cost for each monitoring location are shown in Exhibit A.
3. **Reports** – City of Los Angeles will submit monitoring reports to the LARWQC Beach month and forward a copy to the County of Los Angeles.
4. **Exceedance** – City of Los Angeles will conduct accelerated monitoring according to existing Los Angeles County Department of Health Services protocol at each location where an exceedance is detected. Exceedance will be determined according to the Monitoring Plan. City of Los Angeles will provide additional accelerated monitoring at the request of County of Los Angeles. This MOA does not include any research or investigation of the reason(s) or source(s) that caused the exceedance.

ARTICLE III – Responsibilities of the County of Los Angeles

- 1. Documentation** – The County of Los Angeles agrees to provide all requested information and documentation in the possession of the County of Los Angeles and available for release to City of Los Angeles that is deemed necessary by the Parties to perform the Monitoring Services at no cost to City of Los Angeles.
- 2. Grant of Access Rights** – During the term of this MOA, the County of Los Angeles grants City of Los Angeles the right of access and entry to, but not limited to, all County of Los Angeles storm drains, channels, creeks, beaches, and existing monitoring stations at beaches subject to this MOA (the “Property”) at all reasonable times for the purpose of performing the duties and obligations described in this MOA. Prior to exercising said right of entry, the City of Los Angeles shall provide written notice to the County of Los Angeles at least 72 hours in advance and shall obtain written authorization for such access and entry. For the purposes of this provision, written notice shall include notice delivered via e-mail that has been delivered to the County of Los Angeles representative identified in Article VI, paragraph 1. Should City of Los Angeles require access to the Los Angeles County Flood Control District facilities (storm drains, channels, creeks, and existing monitoring stations), City of Los Angeles shall obtain right of access and entry under a Permit from, or a separate agreement with, the Los Angeles County Flood Control District. The City of Los Angeles shall indemnify, defend and hold harmless the County, its Special Districts, the LACFCD, and their elected and appointed officers, employees, and agents, from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert fees), arising from or connected with the entry onto the Property. This indemnification is in addition to the other indemnities made herein.
- 3. Cost Reimbursement** – The County of Los Angeles agrees to reimburse City of Los Angeles for the amount as shown in Exhibit B annually for the systematic weekly or daily monitoring, and accelerated monitoring.

ARTICLE IV – Invoice and Payment

- 1. Annual Payment** – The County of Los Angeles shall pay the City of Los Angeles for the County's respective share of cost for Monitoring Services as shown in Exhibit B within 45 days of receipt of the invoice from City of Los Angeles. The total annual monitoring costs shown in Exhibit B are estimates that have been agreed upon amongst City of Los Angeles and the Agencies listed in Exhibit A. The Annual Payment will be increased by 3% for inflation annually, beginning Fiscal Year 2014-15.
- 2. Invoice** –City of Los Angeles will invoice the County of Los Angeles for the annual payment in January of each year for, the period of July 2013 – June 2016, beginning January 2014.

3. **Reconciliation of this Agreement** – Unexpended cost at the termination of this MOA will be returned to the County of Los Angeles based on the cost allocation formula in Exhibit A. Within 90 days of the end of each fiscal year, the City of Los Angeles will provide the Regulated Entities with a statement with the actual expenditures and a reimbursement of any proportional unexpended cost.

ARTICLE V – Term of MOA

1. This Agreement shall become effective on the date of execution by the last Party and it shall remain and continue in effect until June 30, 2016. The County of Los Angeles agrees that any costs incurred by the City of Los Angeles for monitoring performed between July 1, 2013 and the execution date of this Agreement be cost-shared by the Agencies, and the County of Los Angeles agrees to pay its proportional share of these costs. The costs and invoicing amount for the period of July 2013 – June 2014 as contained in Exhibit A are based on continuation of the Monitoring Services as of July 1, 2013.
2. During the unexpired term of this MOA, a Party may request that the other Party negotiate, in good faith, modifications to the MOA that may be reasonably necessary because of any of the following changed circumstances:
 - A. There is a material change in the regulatory framework for stormwater and urban runoffs;
 - B. There is a proposed change, either addition or deletion of monitoring locations, tests and frequency of tests.
 - C. There is a material change in the cost of providing monitoring in the approved locations;
3. Either Party may elect to terminate this MOA for any reason in whole or in part upon 30-days written notice to the other party. The terminating Party shall remain responsible for its proportionate share of the costs for Monitoring Services performed up to the effective date of termination. The City of Los Angeles shall notify in writing all Entities within fourteen (14) days of receiving written notice from any Party that intends to terminate this MOA. If one of the Entities elects to withdraw from cost sharing of Monitoring Services before the end of the term of this MOA, the remaining cost share may be distributed among the other Entities based on the existing cost allocation formula, subject to advance written amendment of Exhibits A and B agreed upon by the remaining Entities. Additional funding by the County of Los Angeles is also subject to budget authority.

4. This MOA shall continue on a month to month basis after the expiration date as stated in Article V, Section 1 above until either the County of Los Angeles requests Los Angeles in writing to cease the Monitoring Services or a new MOA is executed for employing City of Los Angeles to perform the Monitoring Services on behalf of the County of Los Angeles, but not to exceed twelve (12) months. The cost for the monthly monitoring shall be one- twelfth of the previous annual cost.

ARTICLE VI – General Provisions

1. **Notices** – Any notices, bills, invoices, or reports relating to this MOA, and any request, demand, statement or other communication required or permitted hereunder shall be in writing and shall be delivered to the Representative of the Party at the addresses set forth below. Parties shall promptly notify each other of any change of contact information provided below. Written notice shall include notice delivered via email. A notice shall be deemed to have been received on (a) the date of delivery, if delivered by hand during regular business hours, or by confirmed facsimile or by email; or (b) on the third business day following deposit in the United States mail, postage prepaid to the addresses set forth below:

City of Los Angeles:

Invoice:

City of Los Angeles
Bureau of Sanitation
Public Works Building
1149 S. Broadway, 9th floor
Los Angeles CA 90015
Attention: Financial Management Division
Fax No.: 213-485-4269

Others:

Hyperion Treatment Plant
Bureau of Sanitation
12000 Vista Del Mar
Harry Pregerson Technical Support Facility
Playa Del Rey CA 90293
Attention: Environment Monitoring Division
Fax No.: (310) 648-5731
E-mail address: emd@san.lacity.org

County of Los Angeles:

Invoices -

County of Los Angeles
Department of Public Works
Fiscal Division
P.O. Box 7508, 900 S. Fremont Av.
Alhambra, CA 91803
Attention: Fe Jimenez,
Accounts Payable Section
Fax No.: (626) 458-6568
E-mail Address: fjimenez@dpw.lacounty.gov

Other Correspondences -

County of Los Angeles
Department of Public Works
Watershed Management Division, 11th floor
900 S. Fremont Ave. Alhambra, CA 91803-1331
Attention: Elaine Kunitake
Data Management Section
Tel No.: (626) 458-7153
Fax No.: (626) 457-1526
E-mail Address: ekunitake@dpw.lacounty.gov

2. **Relationship of the Parties**—The Parties are and shall remain at all times as to each other, wholly independent Parties. No Party to this MOA shall have power to incur any debt, obligation, or liability on behalf of another Party or otherwise act as an agent of another Party except as expressly provided to the contrary by this MOA.
3. **Cooperation, Further Acts**— The Parties shall cooperate fully with one another to attain the purposes of this MOA.
4. **Amendments** – All amendments to this MOA must be in writing and executed by the Parties in the same manner as this MOA.
5. **Indemnification** –
 - a) Each Party shall indemnify, defend, and hold harmless each other Party, including its special districts, elected and appointed officers, employees, and agents, from and against any and all liability, including but not limited to demands, claims,

actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the respective acts of each Party arising from or related to this MOA; provided, however, that no Party shall indemnify another Party for that Party's own negligence or willful misconduct.

b) In light of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the Parties hereto, pursuant to the authorization contained in Section 895.4 and 895.6 of said Code, shall assume the full liability imposed upon it or any of its officers, agents, or employees, by law for injury caused by any act or omission occurring in the performance of this MOA to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above stated purpose, each Party indemnifies, defends, and holds harmless each other Party for any liability, cost, or expense that may be imposed upon such other Party solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein

6. **Governing Law** – This MOA is governed by, interpreted under and construed and enforced in accordance with the laws of the State of California.
7. **Severability**– If any provision of this MOA shall be determined by any court to be invalid, illegal or unenforceable to any extent, the remainder of this MOA shall not be affected and this MOA shall be construed as if the invalid, illegal or unenforceable provision had never been contained in this MOA.
8. **Entire Agreement** - This MOA constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, whether written or oral, with respect thereto.

IN WITNESS WHEREOF, by order of the Board of Supervisors, this Agreement has been executed on behalf of the County of Los Angeles on the day, month, and year indicated on the following page. On behalf of City of Los Angeles, the Board of Public Works executed this Agreement and attested by the City Clerk as of the date specified below.

CITY OF LOS ANGELES

Attest:

Holly L. Wolcott
Interim City Clerk

By: _____
Kevin James, President
Board of Public Works

APPROVED AS TO FORM:

Michael Feuer City Attorney

By: _____

John A. Carvalho
Deputy City Attorney

COUNTY OF LOS ANGELES

Date: _____

By: _____

GAIL FARBER
Director of Public Works

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

By: _____
Senior Associate

**COST SHARING PERCENTAGES BY AGENCY - Excl Ventura County
(EMD Review)**

TMDL Monitoring Station	CLA Historical Designation	SM Baykeeper ID	Systematic Monitoring Cost	Estimated Accelerated Monitoring Cost	Estimated Exceedances		County of Los Angeles (%)	Caltrans (%)	Cal. Dept Rec. & Parks (%)	City of Malibu (%)	City of Angeles (%)	City of Calabasas (%)	City of Segundo (%)	City of Santa Monica (%)	City of Thousand Oaks (%)	City of Agoura Hills (%)	City of Westlake Village (%)	City of Hidden Hills (%)	Total (%)
1-02	El Pescador State B	open	\$0	\$0	0		73.79	1.23	0.37	24.23	0.05	0.32							100.00
1-03	**El Matador State B	open	\$6,022	\$495	4		73.79	1.23	0.37	24.23	0.05	0.32							100.00
1-06	**Walnut Creek/PCove	S1d130	\$6,022	\$2,473	20		73.79	1.23	0.37	24.23	0.05	0.32							100.00
1-08	**Escondido Creek	S1d150	\$6,022	\$2,473	20		73.79	1.23	0.37	24.23	0.05	0.32							100.00
1-10	**Solstice Creek	S1d290	\$6,022	\$2,473	20		73.79	1.23	0.37	24.23	0.05	0.32							100.00
1-12	**Marie Canyon SD	S2D170	\$6,022	\$2,473	20		73.79	1.23	0.37	24.23	0.05	0.32							100.00
1-13	**Sweetwater Canyon	S3D10	\$6,022	\$1,236	10		73.79	1.23	0.37	24.23	0.05	0.32							100.00
1-14	**Las Flores Creek	S3D150	\$6,022	\$1,236	10		73.79	1.23	0.37	24.23	0.05	0.32							100.00
1-16	**Pena Creek	S4d60	\$6,022	\$618	5		73.79	1.23	0.37	24.23	0.05	0.32							100.00
1-17	**Tuna Canyon	S5d175	\$6,022	\$0	0		73.79	1.23	0.37	24.23	0.05	0.32							100.00
1-18	*Topanga Cyn	s5d315	\$30,108	\$0	30		73.79	1.23	0.37	24.23	0.05	0.32							100.00
SMB-0-1	**Paradise Cove	S1d40	\$6,022	\$1,855	15		73.79	1.23	0.37	24.23	0.05	0.32							100.00
SMB-0-2	**Puerco Canyon SD	s2d140	\$6,022	\$1,855	15		73.79	1.23	0.37	24.23	0.05	0.32							100.00
2-01	**Castlerock SD	S5d480	\$6,022	\$1,855	15		2.34	0.86	2.49		86.90		6.05	1.38					100.00
2-02	**Santa Ynez SD	S6d30	\$6,022	\$247	2		2.34	0.86	2.49		86.90		6.05	1.38					100.00
2-4	**Pulga Cyn SD	s6d109	\$6,022	\$618	5		2.34	0.86	2.49		86.90		6.05	1.38					100.00
2-7	*Santa Monica Cyn SD	s6d230	\$30,108	\$0	20		2.34	0.86	2.49		86.90		6.05	1.38					100.00
2-10	**Culver SD	s9d10	\$6,022	\$618	5		2.34	0.86	2.49		86.90		6.05	1.38					100.00
2-11	**N. Westchester SD	S9d50	\$6,022	\$742	6		2.34	0.86	2.49		86.90		6.05	1.38					100.00
2-13	**Imperial Hwy SD	s9d70	\$6,022	\$618	5		2.34	0.86	2.49		86.90		6.05	1.38					100.00
SMB-0-4	**	s6d50	\$1,655	\$0	0		2.34	0.86	2.49		86.90		6.05	1.38					100.00
SMB-0-5	**	s6d90	\$1,655	\$0	0		2.34	0.86	2.49		86.90		6.05	1.38					100.00
3-3	*Santa Monica Pier	s7d5	\$30,108	\$0	30			0.51	1.78		46.92			50.80					100.00
3-4	*Pico-Kenter SD	s7d10	\$30,108	\$0	20			0.51	1.78		46.92			50.80					100.00
3-5	*Ashland SD	s7d20	\$30,108	\$0	10			0.51	1.78		46.92			50.80					100.00
3-06	**Rose SD	S7d50	\$6,022	\$1,978	16			0.51	1.78		46.92			50.80					100.00
3-8	**Windward Ave SD	s7d80	\$6,022	\$618	5			0.51	1.78		46.92			50.80					100.00
MC-2	*Malibu Creek	s2d290	\$30,108	\$0	60		49.46	0.85	0.13	1.33		10.64			15.65	12.88	8.80	0.26	100.00
SubTotal			\$298,369	\$24,481	368														
Grand Total			\$322,849																
<i>New Monitoring Cost for 2013-2016. Exhibit A and B reflect 13/14 costs only.</i>																			
Notes:	*Daily monitoring																		
	**Weekly monitoring																		
			FY 13/14	FY 14/15	3%	FY 15/16	3%												
	Cost per exceedance:		\$123.64	\$127.35		\$131.17													
	Daily monitored sites:		\$0.00	\$0.00		\$0.00													
	Cost per sample:		\$115.80	\$119.27		\$122.85													
	Cost per observation :		\$31.83	\$32.78		\$33.77													

Green font reflects change in estimated exceedance monitoring

**ESTIMATED ANNUAL MONITORING SERVICE COST BY AGENCY - Excl Ventura County
(EMD Review)**

TMDL Monitoring Station	* County of Los Angeles		Caltrans		Cal. Dept Rec. & Parks		City of Malibu		City of Los Angeles		City of Calabasas		City of El Segundo		City of Santa Monica		City of Thousand Oaks		City of Agoura Hills		City of Westlake Village		City of Hidden Hills		
	Monitoring Cost	Exceedance Cost	Monitoring Cost	Exceedance Cost	Monitoring Cost	Exceedance Cost	Monitoring Cost	Exceedance Cost	Monitoring Cost	Exceedance Cost	Monitoring Cost	Exceedance Cost	Monitoring Cost	Exceedance Cost	Monitoring Cost	Exceedance Cost	Monitoring Cost	Exceedance Cost	Monitoring Cost	Exceedance Cost	Monitoring Cost	Exceedance Cost	Monitoring Cost	Exceedance Cost	
4-02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
1-03	\$4,443.38	\$364.94	\$74.01	\$6.08	\$22.34	\$1.83	\$1,459.24	\$119.85	\$3.13	\$0.26	\$19.51	\$1.60	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
1-06	\$4,443.38	\$1,824.70	\$74.01	\$30.39	\$22.34	\$9.17	\$1,459.24	\$599.24	\$3.13	\$1.28	\$19.51	\$8.01	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
1-08	\$4,443.38	\$1,824.70	\$74.01	\$30.39	\$22.34	\$9.17	\$1,459.24	\$599.24	\$3.13	\$1.28	\$19.51	\$8.01	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
1-10	\$4,443.38	\$1,824.70	\$74.01	\$30.39	\$22.34	\$9.17	\$1,459.24	\$599.24	\$3.13	\$1.28	\$19.51	\$8.01	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
1-12	\$4,443.38	\$1,824.70	\$74.01	\$30.39	\$22.34	\$9.17	\$1,459.24	\$599.24	\$3.13	\$1.28	\$19.51	\$8.01	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
1-13	\$4,443.38	\$912.35	\$74.01	\$15.20	\$22.34	\$4.59	\$1,459.24	\$299.62	\$3.13	\$0.64	\$19.51	\$4.01	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
1-14	\$4,443.38	\$912.35	\$74.01	\$15.20	\$22.34	\$4.59	\$1,459.24	\$299.62	\$3.13	\$0.64	\$19.51	\$4.01	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
1-16	\$4,443.38	\$456.17	\$74.01	\$7.60	\$22.34	\$2.29	\$1,459.24	\$149.81	\$3.13	\$0.32	\$19.51	\$2.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
1-17	\$4,443.38	\$0.00	\$74.01	\$0.00	\$22.34	\$0.00	\$1,459.24	\$0.00	\$3.13	\$0.00	\$19.51	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
1-18	\$22,216.90	\$0.00	\$370.06	\$0.00	\$111.69	\$0.00	\$7,296.18	\$0.00	\$15.64	\$0.00	\$97.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
SMB-0-1	\$4,443.38	\$1,368.52	\$74.01	\$22.79	\$22.34	\$6.88	\$1,459.24	\$449.43	\$3.13	\$0.96	\$19.51	\$6.01	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
SMB-0-2	\$4,443.38	\$1,368.52	\$74.01	\$22.79	\$22.34	\$6.88	\$1,459.24	\$449.43	\$3.13	\$0.96	\$19.51	\$6.01	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
2-01	\$140.90	\$43.40	\$51.50	\$15.86	\$149.65	\$46.09	\$0.00	\$0.00	\$5,232.54	\$1,611.58	\$0.00	\$0.00	\$364.08	\$112.13	\$82.92	\$25.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2-02	\$140.90	\$5.79	\$51.50	\$2.11	\$149.65	\$6.15	\$0.00	\$0.00	\$5,232.54	\$214.88	\$0.00	\$0.00	\$364.08	\$14.95	\$82.92	\$3.41	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2-4	\$140.90	\$14.47	\$51.50	\$5.29	\$149.65	\$15.36	\$0.00	\$0.00	\$5,232.54	\$537.19	\$0.00	\$0.00	\$364.08	\$37.38	\$82.92	\$8.51	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2-7	\$704.52	\$0.00	\$257.51	\$0.00	\$748.25	\$0.00	\$0.00	\$0.00	\$26,162.70	\$0.00	\$0.00	\$0.00	\$1,820.41	\$0.00	\$414.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2-10	\$140.90	\$14.47	\$51.50	\$5.29	\$149.65	\$15.36	\$0.00	\$0.00	\$5,232.54	\$537.19	\$0.00	\$0.00	\$364.08	\$37.38	\$82.92	\$8.51	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2-11	\$140.90	\$17.36	\$51.50	\$6.34	\$149.65	\$18.44	\$0.00	\$0.00	\$5,232.54	\$644.63	\$0.00	\$0.00	\$364.08	\$44.85	\$82.92	\$10.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2-13	\$140.90	\$14.47	\$51.50	\$5.29	\$149.65	\$15.36	\$0.00	\$0.00	\$5,232.54	\$537.19	\$0.00	\$0.00	\$364.08	\$37.38	\$82.92	\$8.51	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SMB-0-4	\$38.73	\$0.00	\$14.16	\$0.00	\$41.13	\$0.00	\$0.00	\$0.00	\$1,438.27	\$0.00	\$0.00	\$0.00	\$100.08	\$0.00	\$22.79	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SMB-0-5	\$38.73	\$0.00	\$14.16	\$0.00	\$41.13	\$0.00	\$0.00	\$0.00	\$1,438.27	\$0.00	\$0.00	\$0.00	\$100.08	\$0.00	\$22.79	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3-3	\$0.00	\$0.00	\$154.11	\$0.00	\$534.48	\$0.00	\$0.00	\$0.00	\$14,126.04	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15,293.37	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3-4	\$0.00	\$0.00	\$154.11	\$0.00	\$534.48	\$0.00	\$0.00	\$0.00	\$14,126.04	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15,293.37	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3-5	\$0.00	\$0.00	\$154.11	\$0.00	\$534.48	\$0.00	\$0.00	\$0.00	\$14,126.04	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15,293.37	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3-06	\$0.00	\$0.00	\$30.71	\$10.09	\$106.90	\$35.12	\$0.00	\$0.00	\$2,825.33	\$928.19	\$0.00	\$0.00	\$0.00	\$0.00	\$3,058.67	\$1,004.85	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3-8	\$0.00	\$0.00	\$30.82	\$3.16	\$106.90	\$10.97	\$0.00	\$0.00	\$2,825.21	\$290.05	\$0.00	\$0.00	\$0.00	\$0.00	\$3,058.67	\$314.01	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
MC-2	\$14,891.16	\$0.00	\$256.05	\$0.00	\$39.68	\$0.00	\$401.29	\$0.00	\$0.00	\$0.00	\$3,203.58	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,710.67	\$0.00	\$3,876.64	\$0.00	\$2,650.31	\$0.00	\$78.61	\$0.00	
Subtotal	\$87,613	\$12,792	\$2,559	\$265	\$3,943	\$227	\$23,749	\$4,165	\$108,513	\$5,310	\$3,516	\$56	\$4,205	\$284	\$52,955	\$1,384	\$4,711	\$0	\$3,877	\$0	\$2,650	\$0	\$79	\$0	
Total	\$100,404.21		\$2,823.62		\$4,169.33		\$27,913.80		\$113,823.00		\$3,571.39		\$4,489.12		\$54,338.75		\$4,710.67		\$3,876.64		\$2,650.31		\$78.61		

H I J K L M N O P Q R S
GRAND TOTAL \$322,849

Note 1: Red font denotes additions with sites that were the sole responsibility of the City under the old MS4 permit. With the new permit (effective 12/28/13) they are now subject to cost-sharing and the financial obligation of responsible agencies.

EXHIBIT B

Note 2: Green font reflects changes to cost due to change in exceedance monitoring

*Estimated total fiscal year costs reflecting 3% cost of inflation for FY14 -15 and FY15-16 are,
 FY14-15: \$103,416.34
 FY15-16: \$106,518.83